

**GOLDEN HILLS COMMUNITY SERVICES DISTRICT**  
**FACILITIES USE AGREEMENT**

Applicant: \_\_\_\_\_ Address: \_\_\_\_\_

Contact Ph: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Applicant hereby requests approval to use the following described facilities belonging to Golden Hills CSD:

\_\_\_\_\_  
\_\_\_\_\_

Purpose: \_\_\_\_\_

Date(s) of Use: \_\_\_\_\_ Fee: \_\_\_\_\_

Have you previously held this event on GHCS D lands? (Y/N) \_\_\_\_\_

Event advertising plans? \_\_\_\_\_

1. To the fullest extent permitted by law, Applicant agrees to be solely responsible for any and all injuries, damages, and claims to persons or property arising out of its use of Golden Hills Community Services District's facilities. Promptly following Applicant's event, Applicant shall return the facilities to the same condition as existed prior to Applicant's event or reimburse Golden Hills Community District for the cost of doing so. **Applicant agrees to defend, hold harmless, and indemnify Golden Hills Community Services District, its directors, officers, employees, or authorized volunteers against any and all such injuries, damages, and claims.** This indemnification agreement shall not be restricted to any insurance proceeds.
2. Applicant shall provide and maintain general liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate, if used) for bodily injury, personal injury and property damage arising out of the activities and properties as described herein. Coverage shall include contractual liability covering the Applicant's obligations in provision 1. Coverage shall not be limited in any way with respect to host liquor liability coverage. The general liability coverage shall give Golden Hills Community Services District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2026 or equivalent. Applicant shall provide Golden Hills Community Services District with a certificate of insurance and additional insured endorsement before scheduled use. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Golden Hills Community Services District, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Golden Hills Community Services District.
3. Applicant shall insure, or be a qualified self-insured, with respect to the applicable laws relating to workers' compensation coverage (California Labor Code Section 3700), all of Applicant's employees working on or about Golden Hills Community Services District's facilities. Applicant shall provide Golden Hills Community Services District with a certificate of Workers' Compensation and Employer's Liability insurance coverage to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Golden Hills Community Services District. The employer's liability limit shall be no less than \$1,000,000 each accident or disease.
4. If any of the above coverages expire during the term of this agreement, the Applicant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Golden Hills Community Services District at least ten (10) days prior to the expiration date.
5. Applicant shall conduct its event in a safe and reasonable manner, and without nuisance to others. Applicant is solely responsible to provide adequate supervision of and security. No alcoholic beverages are authorized or permitted, and Applicant agrees that such shall not be provided as part of the event. Applicant agrees that Applicant and Applicant's, guests, or invitees or any person providing services to Applicant shall comply with all laws and ordinances when using Golden Hills Community Services District facilities.
6. Golden Hills Community Services District may terminate use of its facilities if Applicant fails or refuses to perform any of its obligations under this Agreement to the satisfaction of Golden Hills Community Services District.

By: \_\_\_\_\_ (Golden Hills CSD Authorized Representative) \_\_\_\_\_ (Title)

Date: \_\_\_\_\_

By: \_\_\_\_\_ (Applicant Authorized Representative) \_\_\_\_\_ (Title)

Date: \_\_\_\_\_